

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 002		3. EFFECTIVE DATE 04/07/2009		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE KSC		7. ADMINISTERED BY (If other than Item 6) CODE KSC	
NASA/John F. Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899		NASA/Kennedy Space Center Office of Procurement Mail Code OP-OS Kennedy Space Center FL 32899			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. NNK09247909R			
		x 9B. DATED (SEE ITEM 11) 03/13/2009			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to correct typographical errors in the Series ID for the Producer Price Index for Petroleum Refineries, Diesel Fuel (see Section 1.7 Economic Price Adjustment). This amendment hereby changes the Series ID for the above Index from "PCU221122221122436" to "PCU324110324110413." Replacement pages are attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcus Orr	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

1.7. ECONOMIC PRICE ADJUSTMENT

An Economic Price Adjustment (EPA) will be used to semiannually adjust the price of each CLIN from the base period cost. Contract price adjustments for each subsequent six-month period following the base period will be updated by contract modification at least one month prior to the start of the period. The base price will be adjusted, whether up or down, in accordance with the composite index described herein.

- (a) The CLIN prices shown in Section 1.6 Contract Period Pricing shall be subject to semiannual price adjustments from the base period price. The base price for each CLIN will be adjusted, whether up or down, in accordance with the following formulae:

- (1) CLIN 001 and 009

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.45 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.05 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.50 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, East North Central (ID: PCU221122221122433) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Pi Base = Power index average for the period of April 1, 2008, through March 31, 2009 utilizing the Producer Price Index for Industrial Electric Power Distribution, East North Central (ID: PCU221122221122433) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries, Diesel Fuel (ID: PCU324110324110413) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi Base = Fuel index average for the period of April 1, 2008, through March 31, 2009 utilizing the Producer Price Index for Petroleum Refineries, Diesel Fuel (ID: PCU324110324110413) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS under this clause shall not exceed 21% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

- (2) CLIN 002

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.45 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.05 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.50 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this

clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, South Atlantic (ID: PCU221122221122435) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Pi Base = Power index average for the period of April 1, 2008, through March 31, 2009 utilizing the Producer Price Index for Industrial Electric Power Distribution, South Atlantic (ID: PCU221122221122435) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries, Diesel Fuel (ID: PCU324110324110413) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi Base = Fuel index average for the period of April 1, 2008, through March 31, 2009 utilizing the Producer Price Index for Petroleum Refineries, Diesel Fuel (ID: PCU324110324110413) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS under this clause shall not exceed 7% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

(3) CLIN 003 and 004

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.40 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.01 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.59 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, West South Central (ID: PCU221122221122437) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Pi Base = Power index average for the period of April 1, 2008, through March 31, 2009 utilizing the Producer Price Index for Industrial Electric Power Distribution, West South Central (ID: PCU221122221122437) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries, Diesel Fuel (ID: PCU324110324110413) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi Base = Fuel index average for the period of April 1, 2008, through March 31, 2009 utilizing the Producer Price Index for Petroleum Refineries, Diesel Fuel (ID: PCU324110324110413)

as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS under this clause shall not exceed 18% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

- (4) CLIN 005, 006, 007, 008, 011, 012, and 013

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.45 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.05 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.50 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, East South Central (ID: PCU221122221122436) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Pi Base = Power index average for the period of April 1, 2008, through March 31, 2009 utilizing the Producer Price Index for Industrial Electric Power Distribution, East South Central (ID: PCU221122221122436) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries, Diesel Fuel (ID: PCU324110324110413) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Fi Base = Fuel index average for the period of April 1, 2008, through March 31, 2009 utilizing the Producer Price Index for Petroleum Refineries, Diesel Fuel (ID: PCU324110324110413) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS under this clause shall not exceed 23% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

- (5) CLIN 010

$$\text{Price}_{\text{New}} = \text{Price}_{\text{Base}} \times \left[0.20 \frac{\text{Pi}_{\text{New}}}{\text{Pi}_{\text{Base}}} + 0.01 \frac{\text{Fi}_{\text{New}}}{\text{Fi}_{\text{Base}}} + 0.79 \right]$$

Where:

Price New = Price and index average for the new contract period. Refer to paragraph (b) of this clause for a listing of all contract periods.

Price Base = Price and index average for Contract Period 1.

- Pi New = Power index average for the new contract period utilizing the Producer Price Index for Industrial Electric Power Distribution, West South Central (ID: PCU221122221122437) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.
- Pi Base = Power index average for the period of April 1, 2008, through March 31, 2009 utilizing the Producer Price Index for Industrial Electric Power Distribution, West South Central (ID: PCU221122221122437) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.
- Fi New = Fuel index average for the new contract period utilizing the Producer Price Index for Petroleum Refineries, Diesel Fuel (ID: PCU324110324110413) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.
- Fi Base = Fuel index average for the period of April 1, 2008, through March 31, 2009 utilizing the Producer Price Index for Petroleum Refineries, Diesel Fuel (ID: PCU324110324110413) as it appears in the PPI Detailed Report published by the United States Department of Labor, Bureau of Labor Statistics.

Note: Contract price adjustments for each subsequent six-month contract period following Contract Period 1 will be updated by contract modification at least one month prior to the start of the new contract period. The aggregate of the increases in any contract unit price made for the above CLINS under this clause shall not exceed 9.6% of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made for the above CLINS.

(b) Table of Contract Periods and Index Average Periods

YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
Contract Period 1	Contract Period 2	Contract Period 3	Contract Period 4	Contract Period 5	Contract Period 6	Contract Period 7	Contract Period 8	Contract Period 9	Contract Period 10
07/01/09 thru 12/31/09	01/01/10 thru 06/30/10	07/01/10 thru 12/31/10	01/01/11 thru 06/30/11	07/01/11 thru 12/31/11	01/01/12 thru 06/30/12	07/01/12 thru 12/31/12	01/01/13 thru 06/30/13	07/01/13 thru 12/31/13	01/01/14 thru 06/30/14
Power and Fuel Index Period per Contract Period	04/01/09 thru 09/01/09	10/01/09 thru 03/01/10	04/01/10 thru 09/01/10	10/01/10 thru 03/01/11	04/01/11 thru 09/01/11	10/01/11 thru 03/01/12	04/01/12 thru 09/01/12	10/01/12 thru 03/01/13	04/01/13 thru 09/01/13

- (c) If an index is discontinued (incomplete data does not constitute discontinuation), then the index shall be less detailed until a continued index is obtained. For example, if the power index is discontinued the progression shall be as follows: Industrial Electric Power Distribution East South Central (ID: PCU221122221122436). Industrial Electric Power Distribution (ID: PCU22112222112243). Electric Power Distribution (ID: PCU221122221122). Electric Power Transmission, Control, and Distribution (ID: PCU22112-22112). Electric Power Generation, Transmission, and Distribution (ID: PCU2211--2211--). Utilities (ID: PCU221---221---). If all less detailed indices have been discontinued, then the index shall be mutually agreed upon by the Government and the contractor.

(End of clause)